

**Amendment to Agreement
City of Lincoln
Annual Requirements of Clow Fire Hydrant Parts
Bid No. 10-160
Final Renewal with Price Increase**

This Amendment is hereby entered into on this ____ day of _____, 2012, by and between **Lincoln Winwater Works Company, 535 NW 27th Street, Lincoln, NE 68528** (hereinafter "Contractor") and **City of Lincoln** (hereinafter "City"), for the purpose of amending an Agreement dated **November 29, 2010**, under Resolution No. **86122**, (the "Contract"), for **The Annual Supply of Clow Fire Hydrant Parts, Bid No. 10-160**, which is made a part hereof by this reference.

WHEREAS, the original term of the Agreement is **August 1, 2010 thru July 31, 2012**, with the option for a **final two (2) year renewal** upon written mutual consent of both parties; and

WHEREAS, the parties wish to renew for a **final two (2) year term** beginning **August 1, 2012 thru July 31, 2014**; and

WHEREAS, the parties wish to amend the agreement to reflect a **price increase** for the new term of the agreement as per **Attachment A**; and

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Contract, under City Executive Order No. 82507, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for a **final two (2) year term** beginning **August 1, 2012 thru July 31, 2014**.
- 2) The parties agree that the Owners will pay the revised pricing for the items listed in Attachment A, which is attached hereto and made a part hereof by this reference.
- 3) All other terms of the Contract, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

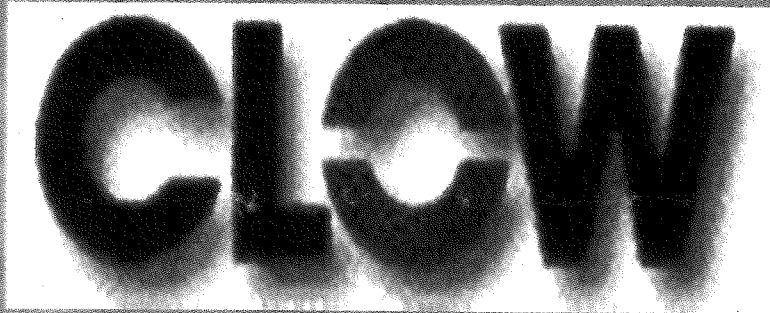
Official City Use Only

Dated this _____ day of _____ 2012 _____ Mayor

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Dated _____

Company Name: (PLEASE PRINT)	<i>Lincoln Winwater</i>
By: (PLEASE PRINT)	<i>Nate Kollars</i>
By: (PLEASE SIGN)	<i>Nate Kollars</i>
Title:	<i>Sales Representative</i>
Company Address: (PLEASE PRINT)	<i>515 NW 27th St., Ste. 2 Lincoln NE 68528</i>
Company Phone & Fax: (PLEASE PRINT)	<i>402 438 2988 402 438 2992</i>
E-Mail Address: (PLEASE PRINT)	<i>nmkollars@winwaterworks.com</i>



VALVE AND HYDRANT PRICE BOOK

[HTTP://WWW.CLOWVALVE.COM](http://www.clowvalve.com)

EFFECTIVE DATE February 10, 2012

CLOW VALVE COMPANY
902 SOUTH SECOND ST.
OSKALOOSA, IA 52577
PH# 800-829-2569
FAX# 641-673-8269

CLOW VALVE COMPANY
1375 MAGNOLIA AVE
CORONA, CA 92879
PH# 868-889-2411
FAX# 951-735-0837



515 NW 27th Street #2
Lincoln, NE 68528

Phone (402) 438-2988
Fax (402) 438-2992

July 9, 2012

Dear Sharon Mulder:

Unfortunately we will not be able to hold the prices for Clow Fire Hydrant Parts, Bid No. 10-160, for another two years. Clow valve company had a price increase on February 10, 2012. See attached cover page. The price changed the following items.

I only had to change 19 of the 42 prices.

Line Item#

#1	\$188
#2	\$5.50
#4	\$85
#5	\$103.85
#6	\$6
#8	\$31.50
#10	\$6.23
#14	\$140
#15	\$7
#16	\$257
#18	\$45
#20	\$110
#22	\$30
#23	\$77.50
#25	\$215
#37	\$40
#39	\$295
#41	\$31.50
#42	\$40

Nate Kollars

A handwritten signature in black ink that reads "Nate Kollars".

Lincoln Winwater



Clow Valve Co.

902 South 2nd Street
Oskaloosa, IA 52577

Telephone: 641 673-8611
Fax: 641 673-8269

January 9, 2012

TO: All Clow AWWA DISTRIBUTORS

Re: National Price Increase Applying to All AWWA Iron Products
Effective February 10, 2012

Effective close of business Friday February 10, 2012 there will be a 7% price increase on all AWWA Iron products. This increase will be accomplished by a reduction of discount points and List Price changes. New discount schedules and List Price changes will be available and issued shortly. Products affected include those shown below:

<u>Size Range</u>	<u>Product Line</u>
ALL	Dry Barrel Fire Hydrants
2" - 12"	Resilient Wedge Valves
14" - 24"	Resilient Wedge Valves
30" - 54"	Resilient Wedge Valves
All	Double Disc Gate Valves
All	Resilient & DD Tapping Valves
All	Tapping Sleeves
All	Check Valves
ALL	Cut-In Valves
3"-24"	Eccentric Plug Valves
All	Butterfly Valves
ALL	Hydrant Extension and Repair Kits
ALL	Repair Parts

New prices will apply to all orders received after close of business on Friday, February 10, 2012.

Any orders received on or before February 10, 2012 with no shipping restrictions will be price protected.

Any orders received on or before February 10, 2012 with customer restricted extended shipping dates will be invoiced at prices in effect at the time of shipment.

Material covered in fixed price municipal contracts will be honored for the original contract bid quantities for the duration of the contract, provided a list of these contracts is furnished to Clow Valve Company on or before February 10, 2012.

Distributor quotes to contractors will not be price protected. All contractor quoted projects must be ordered by February 10, 2012 without shipping restrictions.

Pete Settimi
General Sales Manager

A Division of McWane, Incorporated